

CIVIL COVER SHEET

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5433

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Zenith Insurance Company
21255 Califa Street, Woodland Hills, CA 91367

(b) County of Residence of First Listed Plaintiff Los Angeles
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Joshua Wall, Esquire, Cozen O'Connor, 1900 Market St., Phila., Pa
19103 - 215.665.2065

DEFENDANTS

Wells Fargo Insurance Services of Pennsylvania, Inc.
4900 Ritter Road, Suite 250, Mechanicsburg, PA 17055

County of Residence of First Listed Defendant Cumberland
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
Title 28 U.S.C. § 1332, 2201 and 2202

Brief description of cause:
Errors and omissions by insurance broker

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/14/10

SIGNATURE OF ATTORNEY OF RECORD

Joshua Wall, Esquire

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

OCT 14 2010

UNITED STATES DISTRICT COURT

10-CV-5433

HB
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar.

Address of Plaintiff: 21255 Califa Street, Woodland Hills, CA 91367Address of Defendant: 4900 Ritter Road, Suite 250, Mechanicsburg, PA 17055Place of Accident, Incident or Transaction: Pennsylvania
 (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Joshua Wall, counsel of record do hereby certify:
☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
☐ Relief other than monetary damages is sought

DATE: 10/14/10Joshua Wall

Attorney-at-Law

27900

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 10/14/10Joshua Wall

Attorney-at-Law

27900

Attorney I.D.#

HB

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

ZENITH INSURANCE COMPANY

CIVIL ACTION

v.

WELLS FARGO INSURANCE SERVICES
OF PENNSYLVANIA, INC.NO **10** **5433**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

10/14/10

Date

215.665.2065

Telephone

Joshua Wall

Attorney-at-law

215.701.2065

FAX Number

Zenith Insurance Company

Attorney for Plaintiff

jwall@cozen.com

E-Mail Address

(Civ. 660) 10/02

OCT 14 2010

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3. Zenith would not have renewed the workers' compensation coverage for Glasbern had Wells Fargo disclosed its knowledge of the farming operations or the material expansion of Glasbern's farming operations that began before inception of policy no. Z070128302.

4. In addition to damages, Zenith also seeks a declaration that Wells Fargo is obligated to indemnify Zenith for all costs and expenses it incurs on workers' compensation claims under policy Z070128302.

5. Zenith is entitled to a declaration that Wells Fargo is obligated to indemnify it for payments, costs and expenses that Zenith makes or incurs on workers' compensation claims under policy Z070128302 because Wells Fargo did not disclose Glasbern's farm acreage or animals, or its farming business, and represented to Zenith that Glasbern's operations were only as a bed and breakfast with a restaurant. Wells Fargo further did not disclose Glasbern's expanded farming operations that began before inception of policy no. Z070128302 or Glasbern's expected expansion, and Zenith had a right to rely, and did rely, on Wells Fargo's negligent representations and omissions.

The Parties

6. Plaintiff is Zenith, a corporation organized and existing under the laws of the state of California, with its principal place of business in California.

7. Defendant is Wells Fargo. Upon information and belief, Wells Fargo is an insurance brokerage firm organized under the laws of the Commonwealth of Pennsylvania with its principal place of business in the Commonwealth of Pennsylvania who, by and through its employees and representatives, obtains workers' compensation coverage on behalf of its clients.

Jurisdiction and Venue

8. Counts I, II, III, and IV of this Complaint are within the jurisdiction of this Court under Title 28 U. S. C. § 1332. The controversy between Zenith, as plaintiff, and Wells Fargo, as defendant, is between citizens of different states. The matter in controversy exceeds, exclusive of interests and costs, the sum of seventy five thousand dollars (\$75,000).

9. Count V of this Complaint, seeking a declaration, invokes the Court's jurisdiction under 28 U.S.C. § 2201 and 2202. An actual case and controversy of a justifiable nature exists between Zenith and Wells Fargo, involving a policy of workers' compensation insurance that Zenith issued in reliance on information presented by Wells Fargo in its capacity as a broker for Glasbern.

10. Venue is proper in this Court because the events described in this Complaint took place in this judicial district.

11. All who have or claim an interest in the matter in controversy for which damages are sought under Counts I, II, III, and IV, or who would be affected by the declaration sought in Count V of this complaint, have been made parties to this action.

Facts Relevant To All Counts

12. At all times material to these events described in this Complaint, Wells Fargo maintained an agreement with Zenith for Zenith to pay commissions for accounts presented by Wells Fargo and accepted by Zenith. A true and correct copy of the Agency Agreement between Zenith and Wells Fargo is attached hereto as Exhibit B.

13. On or about November 18, 2008, Wells Fargo presented to Zenith an application for workers' compensation insurance for Glasbern for the period January 1, 2009 through January 1, 2010. The cover correspondence states, "Please see attached submission for quoting." A true and correct copy of Glasbern's application to Zenith for workers' compensation insurance including cover correspondence from Wells Fargo is attached hereto as Exhibit C.

14. The submission describes the operations by premises as “Bed & Breakfast, Hotel & Restaurant.” The application for workers’ compensation insurance lists the class codes for the applicant’s employees as 0945 for hotel – restaurant, 0953 for clerical employees, and 0973 for other hotel employees. See Exhibit C.

15. The application for workers’ compensation asks for the “Nature of Business/Description of Operations by Premises.” The instruction for this requested information states, “Give comments and description of business operations and products; manufacturing – raw materials, processes, product, equipment. Contractor – type of work, subcontract. Mercantile, customers, delivers. Service. – type, location. Farm – acreage, animals, machinery, subcontracts.” See Exhibit C.

16. Despite the application’s instruction to disclose farm acreage and animals, Wells Fargo responded to the application’s inquiry with only “Bed & Breakfast, Hotel & Restaurant.” Wells Fargo did not disclose its knowledge of Glasbern’s operation of a contiguous 100 acre farm with animals. See Exhibit C.

17. The application for workers’ compensation also asks “Is applicant engaged in any other type of business.” See Exhibit C.

18. Well Fargo responded to the application’s inquiry into “any other type of business” with “No.” Wells Fargo did not disclose its knowledge of Glasbern’s operation of a contiguous 100 acre farm with animals. See Exhibit C.

19. The application includes the statement, “The producer also certifies that he/she has been authorized to submit the application on behalf of the applicant and that all information on the Acord 130 and Acord 133 is true and correct to the best of his/her knowledge and belief.” The information on the application was not true and correct and did not disclose Wells Fargo’s knowledge. See Exhibit C.

20. On or about November 24, 2009, Albert Granger wrote to Zenith stating that Wells Fargo has his authority to negotiate workers' compensation coverage "without limitation." A true and correct copy of Granger's correspondence with Zenith is attached hereto as Exhibit D.

21. Relying on these statements and/or omissions by Wells Fargo, Zenith issued policy no. Z70128301 to Glasbern for the period from January 1, 2009 through January 1, 2010. A true and correct copy of policy no. Z70128301 is attached hereto as Exhibit E.

22. On or about October 28, 2009, Zenith wrote to Wells Fargo requesting information to prepare a premium quotation for the renewal policy period. Zenith requested from Wells Fargo:

Customers' payroll projections and number of estimated employees by class & location. . .

Indicate any expected changes in operation (e.g. new locations, expansion of products, or service, etc.

A true and correct copy of the Zenith's request for information from Wells Fargo is attached hereto as Exhibit F.

23. On or about November 5, 2009, Wells Fargo responded, "We will be in contact with the client regarding any changes on payroll and I will forward an updated application to you as soon as possible." A true and correct copy of the Wells Fargo's response to Zenith is attached hereto as Exhibit G.

24. On information and belief, Wells Fargo did not determine, as requested by Zenith, if Glasbern "expected any changes in operation (e.g., new locations, expansion of products, or service, etc.)"

25. On or about December 3, 2009, Wells Fargo provided Zenith with the same three classification codes for the renewal policy as it had provided for the expiring policy, and did not advise Zenith of any intended changes or expansion in Glasbern's operations.

26. Relying on the information provided, and the absence of information from Wells Fargo indicating any change in the insured's operations from that represented to Wells Fargo in

connection with policy no. Z70128301, Zenith issued workers' compensation policy no. Z070128302 to Glasbern for the period January 1, 2010 through January 1, 2011. See Exhibit A.

27. During the same three month period surrounding renewal, Glasbern was expanding its farming operations. In November 2009, Glasbern unveiled a dairy barn for a herd of Devon cattle recently introduced to Glasbern Farm. Glasbern's website described Jason Angstadt as the herdsman for the Devon cattle.

28. Despite Zenith's request that Wells Fargo advise Zenith of any "expected changes in operations" or "expansion of products," Wells Fargo did not disclose the addition of a herd of cattle or a dairy barn.

29. Unknown to Zenith, and not disclosed by Wells Fargo, Glasbern began selling, or expanded its sales of, farm products at the Glasbern Inn to the public before the inception of policy no. Z070128302 on January 1, 2010.

30. On or about January 19, 2010, the Pennsylvania Department of Agriculture performed an inspection at the insured's premises for the production and sale of raw milk.

31. Despite Zenith's request that Wells Fargo report on any "expected changes in operation," including "expansion of products," Wells Fargo did not disclose that Glasbern had begun sales of farm products to the public, and would seek certification to manufacture and sell dairy products within the first month of policy no. Z070128302.

32. During the Spring of 2010, Glasbern began selling its farm products to the public from at least one location off the Glasbern Inn premises.

33. Despite Zenith's request that Wells Fargo report on any "expected changes in operation," and "expansion of products," Wells Fargo did not disclose that Glasbern would begin sales of its farm products from a non-premises location during the Spring of 2010, a few months after inception of policy no. Z070128302.

34. On June 11, 2010, Jason Angstadt was struck by a 1200 pound cow from Glasbern's herd of Devon cattle, which Glasbern introduced to its farm in November 2009.

35. Jason Angstadt sustained serious injuries, including injuries to his spinal cord resulting in paraplegia.

36. At the time of his injury, Jason Angstadt was 33 years old and employed by Glasbern.

37. Jason Angstadt's injury occurred during the pendency of policy no. Z070128302, and while performing duties for Glasbern's expanded farming operations that were not disclosed to Zenith.

38. Zenith has paid and will continue to pay significant amounts on Jason Angstadt's workers' compensation claim.

39. Due to the misrepresentation, negligent non-disclosure, professional negligence and breach of contract by Wells Fargo, Zenith is entitled to be reimbursed by Wells Fargo for all amounts it has paid and will be required to pay on Jason Angstadt's workers' compensation claim, and related costs, including costs of suit.

Count I – Negligent Misrepresentation

40. Plaintiff adopts the preceding paragraphs of this complaint into Count I, as though fully set forth herein.

41. In determining whether to issue a policy to Glasbern, Zenith asked Wells Fargo to advise of any farm acreage or animals, or any other business. In determining whether to issue a renewal to Glasbern, Zenith asked Wells Fargo to provide Zenith with information relating to any changes in payroll and expected changes or increases in operations or services.

42. The information that Zenith requested Wells Fargo to provide was material to Zenith in determining whether to issue the workers' compensation policy and whether to renew the

workers' compensation policy issued to Glasbern and, if it determined to issue or renew, to calculate the premium for the respective period.

43. Based on Wells Fargo's correspondence of November 5, 2008, Zenith reasonably believed that Wells Fargo would contact Glasbern to answer the questions posed by Zenith for purposes of issuance and for purposes of renewal.

44. Based on Well's Fargo's application and correspondence of November 5, 2008, Zenith reasonably relied on the information provided by Wells Fargo as reflecting the true operations of Glasbern at the time of initial issuance and at the time of renewal, with no expected changes.

45. On information and belief, Wells Fargo responded to Zenith for purposes of Zenith issuing a renewal policy without first contacting Glasbern to learn of any changes in operations from the prior policy period, or expected changes or expansion.

46. Wells Fargo knew or should have known, by the exercise of reasonable diligence, that its responses to Zenith did not represent the true operations of Glasbern at the time of initial issuance and/or at the time of the renewal, nor represent Glasbern's expected changes during the next policy period.

47. Wells Fargo knew or should have known, by the exercise of reasonable diligence, of Glasbern's true operations at the time of initial issuance and/or at the time of renewal, and its expected changes during the next policy period.

48. Zenith relied on Wells Fargo to provide it with complete and accurate information for purposes of determining whether to initially issue and renew the workers compensation coverage for Glasbern and, if it determined to renew, the premium for the respective period.

49. Wells Fargo knew or should have known that Zenith would rely on Wells Fargo to provide complete and accurate information for purposes of issuing and renewing the workers

compensation policy issued to Glasbern for the January 1, 2010 through January 1, 2011 policy period.

50. The foregoing acts and omissions constitute negligent misrepresentation by Wells Fargo to Zenith.

51. Zenith has been damaged by Well Fargo's negligent representations and omissions because Zenith has been required to make payment under a workers' compensation policy issued to an insured whose true and expected operations during the policy period were not as Wells Fargo represented to Zenith.

WHEREFORE, Plaintiff Zenith Insurance Company seeks an award of damages for amounts it has paid and will be required to pay on Jason Angstadt's workers' compensation claim, associated costs and expenses incurred in connection with that claim, such other compensatory damages as may be shown, together with costs, expenses and fees, and such other equitable relief as may be allowed by law.

**Count II – Negligent Supply of Information under
Restatement (Second) of Torts § 522**

52. Plaintiff adopts the preceding paragraphs of this complaint into Count II, as though fully set forth herein.

53. In determining whether to issue a policy of insurance to Galsbern, Zenith asked Wells Fargo to advise of any farm acreage or animals, or any other business. In determining whether to issue a renewal policy to Glasbern, Zenith asked Wells Fargo to provide it with information relating to any changes in payroll or expected changes or increases in operations or services.

54. The information that Zenith requested Wells Fargo to provide was material to Zenith in determining whether to initially issue and renew the workers' compensation policy issued to Glasbern and, if Zenith determined to issue and renew, to calculate the premium for the respective period.

55. On information and belief, Wells Fargo responded to Zenith for purposes of Zenith issuing a renewal policy without first contacting Glasbern to learn of any changes in operations from the prior policy period, or expected changes or expansion.

56. Wells Fargo knew or should have known, by the exercise of reasonable diligence, that its responses to Zenith did not represent the true operations of Glasbern at the time of the initial issuance or renewal, or represent Glasbern's expected changes during the renewal policy period.

57. Wells Fargo knew or should have known, by the exercise of reasonable diligence, of the complete and accurate operations of the insureds at the time of initial issuance and renewal, and expected changes during the next policy period.

58. Zenith relied on Wells Fargo to provide it with complete and accurate information for purposes of determining whether to issue and whether to renew the workers' compensation coverage for Glasbern and, if Zenith determined to issue or renew, the premium for the respective period.

59. Wells Fargo knew or should have known that Zenith would rely on Wells Fargo to provide complete and accurate information for purposes of initially issuing the workers' compensation policy, and renewing the workers' compensation policy issued to Glasbern for the January 1, 2010 through January 1, 2011 policy period.

60. Based on its written agreement with Zenith, Wells Fargo knew it would earn a commission if Zenith accepted the Glasbern account initially and for renewal.

61. Under Pennsylvania law, a business entity that negligently fails to provide complete and accurate information to another business is subject to liability for the damages resulting from the reliance on the incorrect or incomplete information. Section 522 of the Restatement (Second) of Torts states:

522. Information Negligently Supplied for the Guidance of Others.

One who, in the course of his business, profession or employment, or in any other transaction in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information.

62. By representing the operations of Glasbern as only a bed and breakfast for the initial period, and representing the same operations for the renewal period as represented in the application for the prior policy period, without discovering or disclosing Glasbern's expanded farming operations, Wells Fargo negligently supplied information to Zenith.

63. The foregoing acts and omissions constitute a negligent supply of information by Wells Fargo for the guidance of Zenith.

64. Zenith has been damaged by Well Fargo's negligent representations and omissions because Zenith has been required to make payment under a workers' compensation policy issued to an insured whose operations during the policy period were not as represented by Wells Fargo.

WHEREFORE, Plaintiff Zenith Insurance Company seeks an award of damages for amounts it has paid and will be required to pay on Jason Angstadt's workers' compensation claim, associated costs and expenses incurred in connection with that claim, such other compensatory damages as may be shown, together with costs, expenses and fees, and such other equitable relief as may be allowed by law.

Count III – Professional Negligence

65. Plaintiff adopts the preceding paragraphs of this complaint into Count III, as though fully set forth herein.

66. Wells Fargo failed to meet the duty of care owed to Zenith, even though Wells Fargo knew that Zenith would be relying on the information provided.

67. Wells Fargo acted negligently by not determining if the information provided to Zenith was accurate and complete.

68. Wells Fargo acted negligently by not disclosing to Zenith that Wells Fargo had not contacted Glasbern to determine the answers to the questions posed by Zenith for purposes of renewal.

69. Wells Fargo acted negligently by providing information to Zenith for purposes of the initial issuance and renewal without determining if the information was accurate and complete.

70. Wells Fargo failed to exercise the degree of skill and care commonly exercised by independent insurance brokers when presenting clients to insurers.

71. As a direct and proximate result of Wells Fargo's negligence, Zenith agreed to issue a policy initially to Glasbern, then agreed to issue a renewal policy to Glasbern, unaware of Glasbern's true and expected operations.

72. The foregoing acts and omissions constitute professional negligence by Wells Fargo.

73. Zenith has been damaged by Well Fargo's negligent representations and omissions because Zenith has been required to make payment under a workers' compensation policy issued to an insured whose operations during the policy period were not as Wells Fargo represented to Zenith.

WHEREFORE, Plaintiff Zenith Insurance Company seeks an award of damages for amounts it has paid and will be required to pay on Jason Angstadt's workers compensation claim, associated costs and expenses incurred in connection with that claim, such other compensatory damages as may be shown, together with costs, expenses and fees, and such other equitable relief as may be allowed by law.

Count IV: Breach of the Covenant of Good Faith and Fair Dealing

74. Plaintiff adopts the preceding paragraphs of this complaint into Count IV, as though fully set forth herein.

75. By entering into the Agency Agreement, Wells Fargo agreed to transmit applications to Zenith in good faith and fair dealing.

76. Wells Fargo did not act in good faith when it failed to disclose, on the application for the January 1, 2009 to January 1, 2010 policy period, information known by Wells Fargo regarding farm acreage and farm animals, and the operation of a farm business.

77. Wells Fargo did not act in good faith when it failed to inquire of the insured as to any expected changes or increases in operations or services it expected during the January 1, 2010 to January 1, 2011 renewal period, as requested by Zenith.

78. Wells Fargo did not act in good faith when it presented to Zenith the same information for the renewal period as it presented for the prior policy period without advising Zenith that it had not communicated with Glasbern to learn of expected changes or increases in operations or services.

79. As a result of Wells Fargo's breach of the implied covenant of good faith, Zenith has been required to make payment under a workers' compensation policy issued to an insured whose operations during the policy period were not as Wells Fargo represented to Zenith.

WHEREFORE, Plaintiff Zenith Insurance Company seeks an award of damages for amounts it has paid and will be required to pay on Jason Angstadt's workers' compensation claim, associated costs and expenses incurred in connection with that claim, such other compensatory damages as may be shown, together with costs, expenses and fees, and such other equitable relief as may be allowed by law.

Count V – Declaration for an Order that Wells Fargo is Obligated to Indemnify Zenith for Workers Compensation Claims Under Policy No. Z070128302

80. Plaintiff adopts the preceding paragraphs of this complaint into Count V, as though fully set forth herein.

81. Wells Fargo did not disclose to Zenith the true and expected operations of Glasbern prior to renewal, despite Zenith's request that Wells Fargo indicate any changes or expected changes in operation.

82. Wells Fargo did not disclose to Zenith the true and expected operations of Glasbern despite Wells Fargo's knowledge that Zenith would be relying on Wells Fargo for determining whether to renew the workers' compensation policy issued to Glasbern and, if it renewed, the premium for renewal.

83. Zenith would not have renewed the policy for Glasbern had Wells Fargo presented to Zenith the true and expected operations of Glasbern.

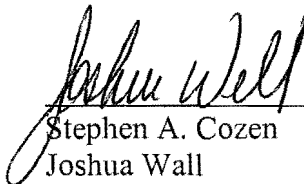
84. Zenith will be required to pay damages under the policy due to the negligence of Wells Fargo.

85. Zenith is entitled to a declaration that Wells Fargo is obligated to indemnify it for costs and expenses Zenith incurs on workers' compensation claims under policy Z070128302 because Wells Fargo represented to Zenith that Glasbern's operations were the same as Wells Fargo described for the prior policy year, as only a bed and breakfast with a restaurant, Wells Fargo did not disclose Glasbern's expanded farming operations that began before inception of policy no. Z070128302 and Glasbern's expected expansion in the renewal policy period, and Zenith had a right to rely, and did rely, on Wells Fargo's representations.

WHEREFORE, Zenith seeks a declaration that Wells Fargo is obligated to indemnify Zenith for all payments it has made, or will be required to make, together with costs and

expenses it has incurred or will incur on workers' compensation claims for accidents occurring during the pendency of policy no. Z070128302, from January 1, 2010 through January 1, 2011.

COZEN O'CONNOR

A handwritten signature in black ink, appearing to read "Stephen A. Cozen", is written over a horizontal line.

Stephen A. Cozen
Joshua Wall
Deborah M. Minkoff
1900 Market Street
Philadelphia, Pennsylvania 19103
Telephone: 215.665.2000
Toll Free Phone: 800.523.2900
Facsimile: 215.665.2013

Attorneys for Zenith Insurance Company,
Plaintiff

Dated: October 14, 2010

VERIFICATION

I, Joshua Wall, Esquire, attorney for Plaintiff, Zenith Insurance Company, hereby declare that I am authorized to make this Verification on their behalf and that the facts set forth in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



JOSHUA WALL, ESQUIRE

Dated: October 14, 2010

INFORMATION PAGE

COMPANY ZENITH INSURANCE COMPANY
NCCI COMPANY NO. - 13145

POLICY NUMBER
Z070128302

1. INSURED AND MAILING ADDRESS

GLASBERN, INC. AND ALBERT GRANGER
2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

PRIOR POLICY NUMBER
Z070128301

PHYSICAL ADDRESS

2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

Entity Corporation
FEIN 23-2216303
Board File No. 2733956
Group
Reference

DIRECT BILL

OTHER WORKPLACES NOT SHOWN ABOVE: None.

2. The policy period is from : 01/01/10 12:01 a.m. to 01/01/11 12:01 a.m. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
Pennsylvania

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.

The limits of our Liability under Part Two are:

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Each Employee
Bodily Injury by Disease	\$	500,000	Policy Limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except states listed in item 3A and North Dakota, Ohio, Washington, Wyoming

D. This policy includes these endorsements and schedules: See Extension of Information Page.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan. All information required below is subject to verification and change by audit. See Extension of Information Page.

	Total Estimated Premium	\$	31,089
	Deposit Premium	\$	6,358
Minimum Premium	\$823		
Interim Adjustment of Premium Shall Be Made	SEMI ANNUALLY		
Interim Payment of Premium Shall Be Made	MONTHLY INSTALLMENTS		

For Policy Information Call:

PRODUCER

WELLS FARGO INSURANCE SERVICES OF PENNSYLVANIA INC
FOUR GATEWAY CENTER
444 LIBERTY AVENUE, SUITE 1500
PITTSBURGH, PA 15222
(412) 765-3510 015-091510A 100

Countersigned by: _____
Date: _____ Authorized Representative

SERVICING OFFICE

Two Valley Square Suite 301, Blue Bell, PA 19422. Ph: (215) 591-2900

WC-00-00-01A

UNDERWRITING COPY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TheZenith

EXTENSION OF INFORMATION PAGE

ITEM 4 SCHEDULE OF PREMIUM

NAME AND ADDRESS OF INSURED

GLASBERN, INC. AND ALBERT GRANGER
2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

POLICY NUMBER

Z070128302

STATE COVERAGE

State Code	From	Thru	Class	Description	Emps	Payroll	Manual Rate	Manual Premium
PA	01/01/10	01/01/11	945-0	Hotel Restaurant Employees, All	19	367,891	3.43	12,619
PA	01/01/10	01/01/11	953-0	Clerical Office Employees	2	145,081	0.39	566
PA	01/01/10	01/01/11	973-6	Hotel-All Other Employees, Except Office	19	307,990	4.32	13,305

PREMIUM CALCULATION DETAILS

Code No.	Premium Adjustments	Limits/Amount	Perc	Premium
01/01/10 to 01/01/11				
9807	State Manual Premium	500,000/500,000/500,000		26,490
9898	Employers Liability Limits		1.90 %	503
9887	Modified Premium		143.30 %	11,688
9887	Scheduled Rating		-15.00 %	-5,802
0900	Expense Constant			175
0063	Premium Discount		-9.20 %	-3,025
9740	Terrorism	820,962		246
9741	Catastrophe (Other Than Certified Acts Of Terrorism)	820,962		82
Sub Total				30,357
TOTAL ESTIMATED PREMIUM				30,357
STATE CHARGES 01/01/10 to 01/01/11				
0938	Pennsylvania Employer Assessment	0.0241		732
TOTAL STATE CHARGES				732
GRAND TOTAL				31,089

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**EXTENSION OF INFORMATION PAGE****ITEM 3D ENDORSEMENTS AND SCHEDULES****NAME AND ADDRESS OF INSURED**

GLASBERN, INC. AND ALBERT GRANGER
2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

POLICY NUMBER

Z070128302

Form Number	Endorsement Number	Name
WC-00-00-01A	1	Policy Information Page
WC-37-06-04	2	Pennsylvania Employer Assessment Endorsement
WC-37-06-03A	3	Pennsylvania Act 86-1986 Endorsement
WC-37-06-02	4	Pennsylvania Notice
WC-37-06-01	5	Special Pennsylvania Endorsement - Inspection Of Manuals
WC-00-04-22A	6	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC-99-04-05	7	Installment Payment Endorsement
WC-00-04-21C	8	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
WC-00-04-06	9	Premium Discount Endorsement
WC-37-03-10B	10	Exclusion Of Executive Officers Endorsement - Pennsylvania

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that " ... the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labour and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer Assessment	Act of 1997 Employer Assessment Factor	X	Employer Assessment Premium Base
------------------------	---	---	-------------------------------------

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938**EMPLOYER ASSESSMENT FACTOR**.0241**EMPLOYER ASSESSMENT**\$732.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Countersigned by _____

Issued on 01/04/10 mb.

At Blue Bell, PA

Endorsement No. 2

(Ed. 10-99)

UNDERWRITING COPY

PENNSYLVANIA ACT 86-1986 ENDORSEMENT

NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is cancelled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Countersigned by _____

Issued on 01/04/10 mb

At Blue Bell, PA

Endorsement No. 3

(Ed. 8-95)

UNDERWRITING COPY

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts of omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual, malice, or gross negligence.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Countersigned by _____

Issued on 01/04/10 mb

At Blue Bell, PA

Endorsement No. 4

(Ed. 4-84)

UNDERWRITING COPY

SPECIAL PENNSYLVANIA ENDORSEMENT - INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Countersigned by _____

Issued on 01/04/10 mb

At Blue Bell, PA

Endorsement No. 5

(Ed. 4-84)

UNDERWRITING COPY

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Issued on 01/04/10 mb

(Ed. 9-08)

ZENITH INSURANCE COMPANY - 13145

Countersigned by _____

Endorsement No. 6

At Blue Bell, PA

UNDERWRITING COPY

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
PENNSYLVANIA	0.03	\$246

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium, you agree to make the following installment payments on the date specified. These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Date Due	Amount
02/22/10	\$2,748.00
03/22/10	\$2,748.00
04/22/10	\$2,748.00
05/22/10	\$2,748.00
06/22/10	\$2,748.00
07/22/10	\$2,748.00
08/22/10	\$2,748.00
09/22/10	\$2,748.00
10/22/10	\$2,747.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Issued on 01/04/10 mb

(Ed. 4-84)

ZENITH INSURANCE COMPANY - 13145

Countersigned by _____

Endorsement No. 7

At Blue Bell, PA
UNDERWRITING COPY

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.

Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- It is an act that is violent or dangerous to human life, property, or infrastructure;
- The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
- It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Countersigned by _____

Issued on 01/04/10 mb

At Blue Bell, PA

Endorsement No. 8

(Ed. 9-08)

UNDERWRITING COPY

TheZenith

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
PENNSYLVANIA	0.01	\$82

TheZenith

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	<u>Estimated Eligible Premium</u>			
	First	Next	Next	Balance
Pennsylvania	\$5,000 0%	\$95,000 10.9%	\$400,000 12.6%	14.4%

2. Average percentage discount: 9.2%

3. Other policies:

4. If there are no entries in items 1, 2 and 3, of the Schedule see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128302

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/10 to 01/01/11

Countersigned by _____

Issued on 01/04/10 mb

At Blue Bell, PA

Endorsement No. 9

(Ed. 8-84)

UNDERWRITING COPY

TheZenith**EXCLUSION OF EXECUTIVE OFFICERS ENDORSEMENT - PENNSYLVANIA**

The executive officers named in the Schedule have exercised their right to waive workers compensation and employers liability benefits payable under this policy. The premium basis for this policy does not include the remuneration of such persons. The insurance carrier is entitled to reimbursement from the employer for any benefits paid under this policy for any of the persons listed in the Schedule.

Only officers with an ownership interest in a Subchapter S corporation or officers individually having at least a 5 percent ownership interest in a Subchapter C corporation or serve voluntarily and without remuneration in a non-profit corporation are eligible.

Name of Officer	Social Security #	Schedule Office Held	Optional Signature	Type of Corporation (S, C or V)	% Ownership Interest
ALBERT GRANGER		OWNER		SUBCHAPTER S	100.

Policy Number Z070128302
Policy Effective Date 01/01/2010
Carrier Zenith Insurance Company
Insured's Name GLASBERN, INC. AND ALBERT GRANGER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/10
Policy No. Z070128302
Insured GLASBERN, INC. AND ALBERT GRANGER
Policy Period 01/01/10 to 01/01/11
Issued on 01/04/10 mb
(Ed. 8-96)

ZENITH INSURANCE COMPANY - 13145

Countersigned by _____

At Blue Bell, PA

Endorsement No. 10

UNDERWRITING COPY

PRIVACY NOTICE

Zenith values its relationship with you and your employees. We understand the importance of protecting any personal information that you disclose to us. We would like for you to know how and why we use and disclose the personal information that we have about your employees. The following describes our policies and practices for securing the privacy of our current and former customers. We are issuing this privacy notice on behalf of the following:

- Zenith Insurance Company
- ZNAT Insurance Company
- Zenith Star Insurance Company

INFORMATION WE COLLECT

The personal information that we collect about an employee will vary depending on the nature of the employee's worker's compensation claim. The information that we may receive from you or your employee includes, but is not limited to:

- Name
- Address
- Age
- Phone number
- Social Security number
- Assets
- Income
- Health information

We may also collect any other information needed in order to handle a claim.

INFORMATION WE DISCLOSE

We disclose the information that we have as necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your employees' personal information. We have measures in place to secure our paper files and computer system.

CONTACTING US

Please feel free to contact us if you have any questions or if you would like to learn more about our privacy practices. Submit your written inquiries to:

Compliance Department, Zenith Insurance Company
21255 Califa Street
Woodland Hills, CA 91367-5021

Zenith Insurance Company
Corporate Offices
21255 Califa Street
Woodland Hills, CA 91367-5021
Reply to: P.O. Box 9055
Van Nuys, CA 91409-9055
Telephone 818/713-1000



Corporate Center 15, 2nd Floor
4900 Ritter Road, Suite 250
Mechanicsburg, PA 17055-4807
717.506.3049
800.462.4943 Toll Free

Wells Fargo Insurance Services of
Pennsylvania, Inc.

December 1, 2009

DEC 4 '09

Mike

Zenith Insurance Company
Two Valley Square, Suite 301
512 Township Line Road
Bluebell, PA 19420

Subject: Wells Fargo Insurance Services merge into Wells Fargo Insurance Services USA, Inc.

Dear Wells Fargo Insurance Services, Inc. Insurance Partner:

On January 1, 2010 Wells Fargo Insurance Services, Inc. will legally merge into Wells Fargo Insurance Services USA, Inc.

What this change means for you

What's changing: The Wells Fargo Insurance Services offices will now use the Wells Fargo Insurance Services USA tax identification number, license(s), and errors & omissions certification.

What's not changing: The producer codes and treasury codes will remain the same, and the same team of insurance professionals who serviced the account prior to the merger will continue to serve you.

Possible duplicate requests

You may receive similar contract notifications from other Wells Fargo Insurance Services offices. If you would like to consider a national contract to cover all of the business lines for all Wells Fargo Insurance Services locations with which you transact, please contact Anna Mushyakova at anna_mushyakova@wellsfargois.com or at 704-715-8123.

The following are enclosed with this letter:

- an addendum regarding the name change
- a W-9 form with Wells Fargo Insurance Services USA, Inc.'s tax identification information

Please note that the Errors and Omissions Certificate, policy and coverage you have on file is still valid. The E&O certificate still covers you as a certificate holder for Wells Fargo and Company subsidiaries, which include the legacy Wells Fargo Insurance Services, Inc. retail subsidiaries becoming part of Wells Fargo Insurance Services USA, Inc. You will receive our renewal E&O certificate on or before April 1, 2010.

The attached addendum is signed by representatives from both Wells Fargo Insurance Services and Wells Fargo Insurance Services USA, Inc. and amends the agency agreement and any profit sharing agreements to reflect the legal changes.

Please sign both copies of this addendum and retain one copy for your records and return the other copy to:

Rose Donohue
VP Regional Operations Manager
Wells Fargo Insurance Services
Four Gateway Center, Suite 1500
444 Liberty Avenue
Pittsburgh, PA 15222

We greatly appreciate your business and the opportunity to work with you.

Sincerely,

Mark F. Susco

Mark F. Susco
Regional Managing Director, East

09 DEC 4

**ADDENDUM
TO AGREEMENT WITH
WELLS FARGO INSURANCE SERVICES, INC.**

This Addendum to the Agreement is entered into between insurance partner and Wells Fargo Insurance Services, Inc. retail subsidiary and operating agency. All terms and conditions to the agreement attached hereto remain in full force and effect.

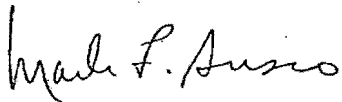
Effective January 1, 2010 our Agreement with Wells Fargo Insurance Services, Inc. retail subsidiary is amended to reflect its new legal name of Wells Fargo Insurance Services USA, Inc. as well as the corresponding tax identification and licensing changes inherent in the same.

It is further understood that Wells Fargo Insurance Services USA, Inc., pursuant to the terms and conditions of this merger, will assume responsibility for all indebtedness of Wells Fargo Insurance Services, Inc. retail subsidiary and operating agencies with corporate headquarters now located at:

150 North Michigan Avenue
Suite 3900
Chicago, IL 60601

Signed by us the Company, Wells Fargo Insurance Services USA, Inc. the Incumbent, and accepted by you the Insurance Partner, on the date and at the place shown below.

Wells Fargo Insurance Services USA, Inc. f/k/a Wells Fargo Insurance Services, Inc.



Signed :

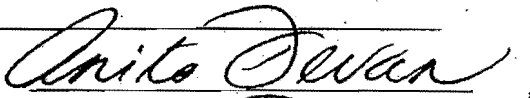
Name: Mark F. Susco

Title: Regional Managing Director, East

Date: December 1, 2009

Insurance Partner

Signed:



Name:

ANITA DEVAN

Title:

SVP

Date:

12/9/09

Telephone:

267-218-2008

☒ X Zenith Insurance Company
☐ ZNAT Insurance Company

AGENCY AGREEMENT

(Pennsylvania)

This Agreement is made by and between the company(ies) checked above, hereinafter referred to as the "Company" and **WELLS FARGO INSURANCE SERVICES OF PENNSYLVANIA, INC.** hereinafter referred to as "Agent" or "Agency."

In consideration of the Agent placing business with the Company, it is mutually agreed as follows:

I. Authority of Agent

- A. Subject to all of the terms of this Agreement, Company grants authority to Agent with respect to workers compensation risks for which Agent is licensed, and those risks only, to solicit and transmit to Company applications for insurance. Agent agrees to keep a true and complete record and account of all business transacted for or on behalf of the Company. The Company shall have the right to reject any application submitted by Agent.
- B. During the term of this Agency Agreement and subject to all of the conditions set forth herein, authorized Agency personnel shall have access to TheZenith Connection website ("TZC") insurance features pursuant to applicable TZC use agreements and related terms and conditions accepted by Agency and each authorized person prior to use of such features. Agency and its authorized personnel shall have no binding authority other than as provided in the applicable TZC use agreements and related terms and conditions.

II. Compensation

- A. The Company agrees to pay Agent commissions on business placed hereunder as negotiated on an individual risk basis, or as provided by any addenda attached to and made a part of this agreement. The Company reserves the right to revise its commissions at any time.
- B. It is a condition of this Agreement that the Agent shall refund to the Company, on business heretofore or hereafter written, commissions on canceled policies and on reductions in premium, at the same rate at which such commissions were originally allowed the Agent.
- C. It is understood that the Agent will not receive commissions on any premiums collected by the Company through the use of a collection agency, any legal action or with the involvement of an attorney.

VI. Ownership of Expirations

- A. In the event of termination of this Agreement, Agent having properly accounted for monies due and property for which he may be liable, Agent's records, use and control of expirations, shall remain the property of Agent and be left in Agent's undisputed possession. Provided, however, that if the facts be otherwise, and if Agent has not properly accounted for and paid and delivered to Company all monies and property for which Agent is liable, then the records, use and control of expirations and right of solicitation of the insureds shall be vested in Company to the extent of Agent's total indebtedness and obligation to Company.

VII. Confidential Information

- A. All Confidential Information shall remain confidential at all times during and after the period that this Agreement is in effect, except as otherwise required by law. Each party agrees that it shall not, and shall cause its employees and agents not to, divulge, furnish, publish or use for its benefit or for the direct or indirect benefit of any third party any Confidential Information of the other party except as otherwise expressly permitted by this Agreement or required by law. Each party shall not make or allow (i) any disclosure of the Confidential Information of the other party to any third party or (ii) any use of the Confidential Information of the other party by any third party except as otherwise expressly permitted by this Agreement. Upon termination of this Agreement, each party shall return to the other party any Confidential Information provided under this Agreement and shall make no further use of such Confidential Information.
- B. For purposes of this Agreement, "Confidential Information" includes (i) any information regarding past, current or prospective policyholders, insureds, customers, consumers and claimants, and (ii) trade secrets and other confidential information, provided that, with respect to subpart (ii), such trade secrets and other confidential information are not (a) generally available to the public through no fault of the recipient; (b) obtained by the recipient from a third party independent from the performance of any obligations under this Agreement and where such third party is not affiliated, associated with or employed by Company and who, in making such disclosure, is not, to the knowledge of the recipient, violating any confidentiality to Company; or (c) known by the recipient prior to receiving such information from the other party and, without a breach of duty owed to Company, are in the possession of the recipient at the time of disclosure.

VIII. Conditions – General

- A. This Agreement supersedes and terminates any previous Agency Agreements, including amendments thereto, oral or written, between Agent and Company.
- B. Agent shall have no authority to make, add to, or in any way alter any policy of insurance or other contract affecting the Company, nor to waive any of the Company's rights thereunder.

- C. Agent agrees that all monies and funds of the Company from whatever source received, and all premiums collected on policies issued by the Company, less only commissions due Agent, are fiduciary funds and shall be remitted to the Company in accordance with the terms of this Agreement.
- D. Agent agrees at all times to maintain current agent-broker license(s) as required by the Pennsylvania Insurance Department; and, to provide copies of same to the Company. Agent agrees to maintain all records required by the Pennsylvania Law, Code and Regulations, and hereby grants to Company the right of access and review of Agent's books and records during working hours with respect to any matter affecting the business placed with Company by Agent.
- E. This Agreement shall not inure to the benefit of any successor in interest of Agent, nor may any interest under this Agreement be assigned by Agent without the prior written consent of the Company.
- F. Agent shall immediately report all claims and losses and turn over all legal process involving policies placed with Company to the nearest Company claims office or authorized representative.
- G. The Company shall not be responsible for any Agency expenses, including rent, transportation, clerical hire, fees, postage, telegrams, telephone, telecommunications, computer equipment, advertising, or any other expense in connection with the operation or maintenance of the Agent's office, nor shall the Agent incur any expenses for claims incurred, nor discharge or incur any liability whatsoever under any policy issued by the Company.
- H. Agent shall not broadcast, publish, or distribute any advertisements or other material referring to the Company, or to the Company's contracts of insurance, not originated by the Company, without first securing Company's approval in writing.
- I. Any unused policies, forms, applications, and other Company supplies furnished to Agent shall always remain Company's property and shall be accounted for and returned by Agent to Company on demand.
- J. Agent agrees to be responsible for the acts or omissions of any person who has been appointed, or who may be appointed as Agent, sub-agent, or who acts as solicitor or employee to act for and to report to Company through Agent, as fully as though said acts were performed by Agent.
- K. Agent agrees to carry professional errors and omissions insurance with limits of at least \$1,000,000 and furnish proof of same to the Company upon request.
- L. Nothing contained in this Agreement is intended or shall be construed to create the relationship of employer and employee between the Agent and/or the Agent's employees or solicitors/subproducers and Company. It is the express intent of the parties hereto that the Agent and/or the Agent's employees or solicitors/subproducers

are not employees of Company for any purpose, but are independent contractors for all purposes and in all situations in carrying out the terms of this Agreement.

M. The effective date of Company's appointment of Agent is the effective date of this Agreement.

IN WITNESS WHEREOF the Agency and the Company have executed the Agreement on this 19 day of MARCH, 2007.

ZENITH INSURANCE COMPANY

Signature *Anita Swan*

Title *SVP*

ZNAT INSURANCE COMPANY

Signature _____

Title _____

WELLS FARGO INSURANCE SERVICES
OF PENNSYLVANIA, INC.

Signature *Mark L. Jones*

Title *President & Managing Director*

Agent's Certificate No. *57873*

Social Security or
Tax I.D. No. *25-1684708*

(PA. Ins. Reg. 31 s 37.61)

Bryan, Jackie

From: Bryan, Jackie
Sent: Tuesday, November 18, 2008 10:19 AM
To: Ford, John
Subject: FW: Glasbern, Inc.

Attachments: DOC081118.pdf



DOC081118.pdf
(471 KB)

FYI

Jackie Bryan, CISR
Commercial Lines Account Executive
jackie_bryan@wellsfargois.com
Wells Fargo Insurance Services of Pennsylvania, Inc.
4900 Ritter Road, Suite #250
Mechanicsburg, PA 17055-1220
717.506.3044 Direct
717.761.4836 Fax
800.462.4943 Toll free

Wells Fargo Confidential: This e-mail is intended for the addressee only. This e-mail is not intended for use, reproduction, or further distribution outside of Wells Fargo and Company or its subsidiaries, or to those without a business need to know.

-----Original Message-----

From: Bryan, Jackie
Sent: Tuesday, November 18, 2008 9:07 AM
To: 'Cavanaugh, Jill C.'
Cc: Driggins, Salena M.
Subject: FW: Glasbern, Inc.

Hi Jill & Salena,

Please see attached submission for quoting. My need by date on this is mid December. I do not know what Selective's expiring premium is but the year before, the premium was \$32,000.

You quoted this last year and John feels he has a good shot at writing it this year.

If you have any questions, please feel free to contact myself or John Ford.

Thanks.

Jackie Bryan, CISR
Commercial Lines Account Executive
jackie_bryan@wellsfargois.com
Wells Fargo Insurance Services of Pennsylvania, Inc.
4900 Ritter Road, Suite #250

ACORD COMMERCIAL INSURANCE APPLICATION

Case 2:10-cv-00001-Section 1 Filed 10/14/10 Page 42 of 67

DATE (MM/DD/YY)
11/18/08

PRODUCER Wells Fargo Insurance Services of Pennsylvania, Inc. 4900 Ritter Road, Suite 250 Mechanicsburg, PA 17055		PHONE (A/C, No, Ext): (717) 506-3049	CARRIER	NAIC CODE:	UNDERWRITER
CODE:		SUB CODE:	Marketing Department POLICIES OR PROGRAM REQUESTED Workers Compensation Coverage		
AGENCY CUSTOMER ID 014727-000		INDICATE SECTIONS ATTACHED		EQUIPMENT FLOATER	GARAGE AND DEALERS
		PROPERTY		INSTALLATION/BUILDERSRISK	VEHICLE SCHEDULE
		GLASS AND SIGN		ELECTRONIC DATA PROC	BOILER & MACHINERY
		ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		COMMERCIAL GENERAL LIABILITY	X WORKERS COMPENSATION
		CRIME/MISCELLANEOUS CRIME		BUSINESS AUTO	UMBRELLA
		TRANSPORTATION/ MOTOR TRUCK CARGO		TRUCKERS/MOTOR CARRIER	

STATUS OF SUBMISSION		PACKAGE POLICY INFORMATION				
X	QUOTE	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.				
	ISSUE POLICY					
BOUND (Give Date and/or Attach Copy):		PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
DATE	TIME			X DIRECT BILL		
	AM	01/01/09	01/01/10	AGENCY BILL		
	PM					

APPLICANT INFORMATION	
NAME (First Named Insured & Other Named Insureds) Glasbern, Inc. and Albert Granger	
MAILING ADDRESS (of First Named Insured) 2141 Pack House Road Fogelsville, PA 18051	
INDIVIDUAL	X CORPORATION
PARTNERSHIP	JOINT VENTURE
	SUBCHAPTER "S" CORPORATION
	LIMITED CORPORATION
INSPECTION CONTACT Al Granger	ACCOUNTING RECORDS CONTACT Dee Gieger
PHONE (A/C, No, Ext): (610) 285-4723	PHONE (A/C, No, Ext): (610) 285-4723
	NOT FOR PROFIT ORGANIZATION
	YEARS IN BUSINESS 22 yrs

PREMISES INFORMATION		LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP CODE	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
#1				2141 Pack House Road Fogelsville, PA 18051	INSIDE X OUTSIDE	X OWNER TENANT		100%
					INSIDE OUTSIDE	OWNER TENANT		
					INSIDE OUTSIDE	OWNER TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)
Bed & Breakfast, Hotel & Restaurant

GENERAL INFORMATION	
EXPLAIN ALL "YES" RESPONSES	YES NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	X
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	X
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	X
4. ANY CATASTROPHE EXPOSURE?	X
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?	X
EXPLAIN ALL "YES" RESPONSES	YES NO
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? NOT APPLICABLE IN MO.	X
7. ANY PAST LOSSES OR CLAIMS, RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	X
8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	X
REMARKS	
ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO [NY: SUBSTANTIAL] CRIMINAL AND CIVIL PENALTIES.	
APPLICANT'S SIGNATURE	PRODUCER'S SIGNATURE

LINE	CATEGORY	Case 2:10-cv-05483-HB Document 1	YEARS 10/14/10	YEARS	Page 43 of 67	YEARS:				
GENERAL LIABILITY	CARRIER									
	POLICY NUMBER									
	POLICY TYPE		CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE
	RETRO DATE									
	GENERAL AGGREGATE									
	PRODUCTS COMP OP AGGREGATE									
	PERSONAL & ADV INJ									
	EACH OCCURRENCE									
	FIRE DAMAGE									
	MEDICAL EXPENSE									
	BODILY INJURY	OCCURRENCE								
		AGGREGATE								
	PROPERTY DAMAGE	OCCURRENCE								
		AGGREGATE								
	COMBINED SINGLE LIMIT									
MODIFICATION FACTOR										
TOTAL PREMIUM										
AUTOMOBILES	CARRIER									
	POLICY NUMBER									
	POLICY TYPE									
	COMBINED SINGLE LIMIT									
	BODILY INJURY	EA PERSON								
		EA ACCIDENT								
	PROPERTY DAMAGE									
	MODIFICATION FACTOR									
TOTAL PREMIUM										
PROPERTY	CARRIER									
	POLICY NUMBER									
	POLICY TYPE									
	BLO	PERS AMT								
	PROP									
MODIFICATION FACTOR										
TOTAL PREMIUM										
	CARRIER	Selective	Selective							
	POLICY NUMBER									
	POLICY TYPE	Workers Compens	Workers Compensa							
	LIMIT									
	MODIFICATION FACTOR									
	TOTAL PREMIUM	\$32,000								

LOSS HISTORY

ENTER ALL CLAIMS OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)					CHECK HERE IF NONE	X	SEE ATTACHED LOSS SUMMARY
DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS	
						OPEN	
						CLOSED	
						OPEN	
						CLOSED	
						OPEN	
						CLOSED	
						OPEN	
						CLOSED	

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY.

NOTICE OF INSURANCE INFORMATION PRACTICES

PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

PRODUCER Wells Fargo Insurance Services of Pennsylvania, Inc. 4900 Ritter Road, Suite 250 Mechanicsburg, PA 17055	PHONE (A/C, No, Ext): (717) 506-3049	COMPANY Marketing Department	UNDERWRITER
CODE:		SUB CODE:	
AGENCY CUSTOMER ID 014727000		FEDERAL EMPLOYER ID NUMBER 232216303	
MAILING ADDRESS (including ZIP code) 2141 Pack House Road Fogelsville, 18051		APPLICANT NAME Glasbern, Inc. and Albert Granger	
YRS IN BUS 22 yrs		SIC 7011	
INDIVIDUAL <input type="checkbox"/>		CORPORATION <input checked="" type="checkbox"/>	
PARTNERSHIP <input type="checkbox"/>		SUBCHAPTER "S" CORP <input type="checkbox"/>	
LIMITED CORP <input type="checkbox"/>		OTHER: <input type="checkbox"/>	
OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER			

STATUS OF SUBMISSION		BILLING/AUDIT INFORMATION	
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN
<input type="checkbox"/> BOUND (Give date and/or attach copy)	<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL	<input type="checkbox"/> OTHER:
<input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)	<input checked="" type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> QUARTERLY
		<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> % DOWN:
		AUDIT	
		<input type="checkbox"/> AT EXPIRATION	
		<input type="checkbox"/> MONTHLY	
		<input type="checkbox"/> SEMI-ANNUAL	
		<input type="checkbox"/> OTHER:	
		<input type="checkbox"/> QUARTERLY	

LOCATIONS	
#	STREET, CITY, COUNTY, STATE, ZIP CODE
1	2141 Pack House Road Fogelsville, PA 18051

POLICY INFORMATION	
PROPOSED EFF DATE (MM/DD/YY) 01/01/09	PROPOSED EXP DATE (MM/DD/YY) 01/01/10
NORMAL ANNIVERSARY RATING DATE	
PARTICIPATING NON-PARTICIPATING	
RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) PA	PART 2 - EMPLOYER'S LIABILITY
	\$ 500,000 EACH ACCIDENT
	\$ 500,000 DISEASE-POLICY LIMIT
	\$ 500,000 DISEASE-EACH EMPLOYEE
PART 3 - OTHER STATES INS PA	
DEDUCTIBLES	
MEDICAL	
INDEMNITY	
AMOUNT/%	
OTHER COVERAGES	
U.S.L. & H.	
VOLUNTARY COMPENSATION	
DIVIDEND PLAN/SAFETY GROUP	
ADDITIONAL COMPANY INFORMATION	

RATING INFORMATION									
STATE	LOC	CLASS CODE	COM- PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES		ESTIMATED ANNUAL REMUNERATION	RATE	ESTIMATED ANNUAL PREMIUM
	1	0945		Hotel - Restaurant	4	15	440,000		
	1	0953		Clerical Office Employees	2		64,370		
	1	0973		Hotel	9	10	276,000		
SPECIFY ADDITIONAL COVERAGES/ENDORSEMENTS									
See attached for Credits/Charges								FACTOR	FACTORED PREMIUM
								TOTAL	\$
								INCREASED LIMITS	\$
								DEDUCTIBLE	\$
									\$
								EXPERIENCE MODIFICATION	\$
								LOSS CONSTANT	\$
								ASSIGNED RISK SURCHARGE	\$
								ARAP	\$
									\$
PREMIUM DISCOUNT								\$	
EXPENSE CONSTANT								\$	
								\$	
MINIMUM PREMIUM								\$	
DEPOSIT PREMIUM								\$	
TOTAL EST ANNUAL PREMIUM								\$	

#	NAME	DATE OF BIRTH	TITLE/RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION

PRIOR CARRIER INFORMATION/LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS

LOSS RUN ATTACHED

YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING -- RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT. CONTRACTOR -- TYPE OF WORK, SUB-CONTRACTS. MERCANTILE -- MERCHANDISE, CUSTOMERS, DELIVERIES. SERVICE -- TYPE, LOCATION. FARM -- ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Bed & Breakfast, Hotel & Restaurant

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT/WATERCRAFT?		X	15. ARE ATHLETIC TEAMS SPONSORED?		X
2. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		X	16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?		X
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?		X	17. ANY OTHER INSURANCE WITH THIS INSURER?	X	
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?		X	18. ANY PRIOR COVERAGE DECLINED/ CANCELLED/NON-RENEWED (Last 3 years)? NOT APPLICABLE IN MO		X
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?		X	19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	X	
6. ARE SUB-CONTRACTORS USED? (IF YES, GIVE % OF WORK SUBCONTRACTED)		X	20. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS/SUBSIDIARY?		X
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.?		X	21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		X
8. IS A FORMAL SAFETY PROGRAM IN OPERATION?		X	22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME?		X
9. ANY GROUP TRANSPORTATION PROVIDED?		X	CONTACT INFORMATION		
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?		X	IN- PHONE: (610)285-4723		
11. ANY SEASONAL EMPLOYEES?		X	SPECTION NAME: Al Granger		
12. IS THERE ANY VOLUNTEER OR DONATED LABOR?		X	ACCTNG PHONE: (610)285-4723		
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?		X	RECORD NAME: Dee Gieger		
14. DO EMPLOYEES TRAVEL OUT OF STATE?		X	CLAIMS PHONE: (610)285-4723x		
		X	INFO NAME: Al Granger		

APPLICABLE IN TENNESSEE: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY PARTY TO A WORKERS COMPENSATION TRANSACTION FOR THE PURPOSE OF COMMITTING FRAUD. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES.

REMARKS	
APPLICANT'S SIGNATURE	PRODUCER'S SIGNATURE

THIS FORM ALONG WITH AN ACORD 130 WORKERS COMPENSATION APPLICATION CONSTITUTE AN APPLICATION FOR WORKERS COMPENSATION INSURANCE PLAN (ASSIGNED RISK) COVERAGE. THIS FORM MUST BE ATTACHED TO AN ACORD 130 FOR SUBMISSION. PLEASE REFER TO THE STATE SPECIFIC INSTRUCTIONS PAGE FOR SPECIFIC REQUIREMENTS.

APPLICANT NAME

Glasbern, Inc. and Albert Granger

PROPOSED EFF DATE

1/01/09

SUPPLEMENTAL INFORMATION

PAYROLL OFFICE NAME, ADDRESS AND TELEPHONE NUMBER
(A PO BOX ADDRESS ALONE IS NOT ACCEPTABLE. PLEASE PROVIDE
DRIVING INSTRUCTIONS IF A ROUTE ADDRESS IS SHOWN.)

Glasbern, Inc. and
Albert Granger
2141 Pack House Road
Fogelsville PA 18051
610-285-4723

STATE DEVELOPING HIGHEST PAYROLL: Pennsylvania

EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION

YES NO

1. HAS THERE BEEN PREVIOUS WORKERS COMPENSATION COVERAGE:

IN THIS STATE?

X

IN ANY OTHER STATE?

X

- IF NO TO BOTH QUESTIONS, WAS THIS DUE TO:

☐

NEW BUSINESS

☐

SELF INSURED-GROUP

☐

SELF INSURED-INDEP

☐

EMPLOYEES

2. IS THERE ANY UNPAID WORKERS COMPENSATION PREMIUM DUE
OR IN DISPUTE FROM YOU OR ANY COMMONLY MANAGED OR
OWNED ENTERPRISES? IF YES, EXPLAIN, INCLUDING ENTITY
NAME(S) AND POLICY NUMBER(S).

3. YEAR APPLICANT'S BUSINESS BEGAN:

1985

EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION

YES NO

4. HAS THERE BEEN A NAME CHANGE, CONSOLIDATION, MERGER
OR OWNERSHIP CHANGE DURING THE PAST FIVE YEARS?
IF YES, GIVE PREVIOUS NAME AND DATE OF CHANGE.
CONTACT THE PLAN ADMINISTRATOR ABOUT AN ERM-14.

5. IS APPLICANT RELATED THROUGH COMMON MANAGEMENT OR
OWNERSHIP TO ANY ENTITY NOT LISTED HERE, WHETHER
COVERAGE IS REQUIRED OR NOT?
IF YES, GIVE DETAILED EXPLANATION.

6. DO YOU LEASE WORKERS FROM A LABOR CONTRACTOR?
IF YES, REFER TO WCIP INSTRUCTIONS.

7. DO YOU LEASE WORKERS TO A CLIENT COMPANY?
IF YES, REFER TO WCIP INSTRUCTIONS.

8. ARE YOU SEEKING TO COVER THE LEASED WORKERS?
IF YES, REFER TO WCIP INSTRUCTIONS.

9. DO YOU PROVIDE TEMPORARY LABOR SERVICES TO OTHER
EMPLOYERS?

10. DO YOU HAVE A FRANCHISE OR LICENSING AGREEMENT?
IF YES, PROVIDE DETAILS OF THE AGREEMENT.

11. DO TRUCKING CLASSIFICATIONS APPLY?
IF YES, COMPLETE QUESTIONS 12-14.

12. DO YOU OR YOUR EMPLOYEES REGULARLY OPERATE FROM A BASE TERMINAL(S) WHICH IS (ARE) USED TO LOAD, UNLOAD, STORE OR
TRANSFER FREIGHT? IF YES, PLEASE PROVIDE A LIST OF TERMINAL ADDRESSES:

#	STREET	CITY	COUNTY	ST	ZIP CODE
1					
2					
3					

13. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING TIME BE ESTABLISHED THROUGH VERIFIABLE RECORDS OR LOGS?

14. PLEASE PROVIDE A LIST OF ALL DRIVERS/HELPERS AND THEIR STATE OF RESIDENCE:

	DRIVER NAME	TERMINAL # (SEE ABOVE)	MAJORITY DRIVING STATE	RESIDENCE STATE
1				
2				
3				

INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE

1. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTI-LINE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE)
IF YES, PROVIDE FULL DETAILS INCLUDING PLAN TERMS IN THE REMARKS SECTION.

YES NO

2. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH
STATE SPECIFIC GUIDELINES):

000

IN ACCORDANCE WITH PLAN RULES, THE APPLICANT OR ITS REPRESENTATIVES SHALL MAINTAIN ON RECORD FOR THIS POLICY PERIOD THE
CARRIER NAME, CONTACT PERSON, ADDRESS, PHONE NUMBER AND DATE OF CONTACT OF THOSE CARRIERS REFUSING COVERAGE AND MAKE
SUCH INFORMATION AVAILABLE TO THE PLAN ADMINISTRATOR OR ASSIGNED RISK CARRIER UPON REQUEST.

REMARKS

PAYMENT METHOD - SELECT ONE

IS THE PREMIUM FINANCED?

☐ YES ☐ NO

<input type="checkbox"/> 1. VERBAL CHECK	BANK/ABA #	ACCOUNT #	CHECK #	PREMIUM PAYMENT AMOUNT
				\$
<input type="checkbox"/> 2. ELECTRONIC FUNDS TRANSFER	BANK/ABA #	ACCOUNT #	PREMIUM PAYMENT AMOUNT	
				\$
<input type="checkbox"/> 3. MAIL-IN CHECK	CHECK #	PREMIUM PAYMENT AMOUNT		
		\$.00

For submission methods 1 and 2:

- Does the payor require a physical record of this transaction? ☐ YES ☐ NO
- To ensure accuracy, a voided check or deposit slip (of the payor) should be faxed to NCCI, Inc. upon return of the signed ACORD applications.
- The undersigned Producer or Applicant certifies that by signing this application he/she authorizes NCCI, Inc. to deduct or has obtained financial information and authorization from the payor to direct NCCI, Inc. to deduct the Premium Payment Amount, and any other monies required to bind coverage, from the bank and the account number as indicated above for purposes of securing workers compensation insurance pursuant to this application.

APPLICANT'S STATEMENT

The undersigned applicant hereby certifies that he/she has read and understands the statements in this application. As further consideration of policy issuance, the applicant also certifies that the responses provided in this application are true and furthermore agrees:

To maintain a complete record of all payroll transactions in such form as the insurance company may reasonably require and that such record will be available to the company at the designated address:

To comply substantially with all laws, orders, rules, and regulations in force and effect made by the public authorities relating to the welfare, health, and safety of employees.

To comply with all reasonable recommendations made by the insurance company relating to the welfare, health, and safety of employees.

To take no action in any form to evade the application of experience modification determined in accordance with the experience rating rules, as determined by the Plan Administrator.

The undersigned applicant also certifies he/she has had no difficulties with any producer or company in regard to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendation made for the purpose of safeguarding employees; (e) the handling of any claim or accident report except the following:

Violation of any of these agreements may result in cancelation of a policy of insurance issued under a Workers Compensation Insurance Plan.

The undersigned applicant understands also that coverage is NOT bound until the signed application is received with appropriate premium and eligibility is determined by the administrator. Provided that applicant is determined to be eligible and in good faith entitled to WCIP insurance, based upon the information provided herein or otherwise available, coverage will be bound in accordance with plan rules. See individual state plans for applicable binding rules.

The undersigned applicant understands further that since he/she has been unable to secure workers compensation coverage through any other insurance provider, this coverage is being afforded through a Workers Compensation Insurance Plan, and that the rates charged may be higher than those in the voluntary market.

The following statement is only applicable in jurisdictions where the NCCI, Inc. Loss Sensitive Rating Plan has been approved for use:

By signing below I acknowledge that the NCCI, Inc. Loss Sensitive Rating Plan has been explained to me or that an explanatory notice or brochure has been provided to me and I agree that I shall be bound by the terms of such plan if my estimated annual premium or preliminary physical audit premium meets or exceeds the premium eligibility requirement.

APPLICANT'S NAME AND TITLE (PRINT OR TYPE)	DATE	SIGNATURE (MUST BE AN OWNER OR AN OFFICER)
--	------	--

REMINDER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER.

PRODUCER'S CERTIFICATION

THE PRODUCER ALSO CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED TO SUBMIT THE APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION PROVIDED ON THE ACORD 130 AND ACORD 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

AGENCY FEIN	AGENCY PHONE NUMBER (A/C, No, Ext)	AGENCY FAX NUMBER (A/C, No)
232216303	717-506-3049	
RESIDENT LICENSE NUMBER	EXPIRATION DATE	NON-RESIDENT LICENSE NUMBER
PRODUCER NAME (PRINT OR TYPE)	DATE	PRODUCER SIGNATURE

NOV-24-2008 18:22

PROV-wellfargoinsurance

+7177814838

T-207 P.002/002 P-043



2141 Pack House Road • Fogelsville, Pennsylvania 18051

Glasbern

(610) 285-4723

November 24, 2008

To: Zenith Insurance Company

Re: Glasbern, Inc.

Workers' Compensation Insurance

Gentlemen:

Effective November 24, 2008, I have appointed Wells Fargo Insurance Services of Pennsylvania, Inc. as my exclusive representative with regard to all matters concerning the above captioned policies. This appointment abrogates any previous appointment and will not be rescinded.

This letter authorizes you to furnish the representatives of Wells Fargo Insurance Services of Pennsylvania, Inc. with any and all information they may request as it pertains to my insurance contracts. In addition, they have the authority to negotiate coverage, on my behalf, without limitation.

It is understood that Wells Fargo Insurance Services of Pennsylvania, Inc. has no responsibility for any deficiencies in the insurance program to which this letter applies until they have had reasonable opportunity to conduct a review and to provide me with their recommendations.

It is further understood that Wells Fargo Insurance Services of Pennsylvania, Inc. is not responsible for any return premium or any additional premium resulting from transactions effective prior to the date of this letter.

Sincerely,


Albert Granger

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE**

TheZenith

COMPANY ZENITH INSURANCE COMPANY
NCCI COMPANY NO. - 13145

POLICY NUMBER
Z070128301

1. INSURED AND MAILING ADDRESS

PRIOR POLICY NUMBER
New Business

GLASBERN, INC. AND ALBERT GRANGER
2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

Entity Corporation
FEIN 23-2216303
Board File No. 2733956
Group
Reference

PHYSICAL ADDRESS

2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

~~DIRECT BILL~~
AGENCY

OTHER WORKPLACES NOT SHOWN ABOVE: None.

2. The policy period is from : 01/01/09 12:01 a.m. to 01/01/10 12:01 a.m. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
Pennsylvania

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.

The limits of our Liability under Part Two are:

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Each Employee
Bodily Injury by Disease	\$	500,000	Policy Limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except states listed in item 3A and North Dakota, Ohio, Washington, West Virginia, Wyoming

D. This policy includes these endorsements and schedules: See Extension of Information Page.

11-12-13
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan. All information required below is subject to verification and change by audit. See Extension of Information Page.

	Total Estimated Premium	\$	39,746
	Deposit Premium	\$	8,089
Minimum Premium	\$855		
Interim Adjustment of Premium Shall Be Made			
Interim Payment of Premium Shall Be Made			
	SEMI ANNUALLY		39,746
	MONTHLY INSTALLMENTS		

For Policy Information Call:

PRODUCER

WELLS FARGO INSURANCE SERVICES OF PENNSYLVANIA INC
FOUR GATEWAY CENTER
444 LIBERTY AVENUE, SUITE 1500
PITTSBURGH, PA 15222
(412) 765-3510 015-091510A 100

Countersigned by: _____

Date: _____

Authorized Representative

SERVICING OFFICE

Two Valley Square Suite 301, Blue Bell, PA 19422, Ph: (215) 591-2900

WC-00-00-01A

UNDERWRITING COPY

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TheZenith

EXTENSION OF INFORMATION PAGE

ITEM 4 SCHEDULE OF PREMIUM

NAME AND ADDRESS OF INSURED

GLASBERN, INC. AND ALBERT GRANGER
2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

POLICY NUMBER

Z070128301

STATE COVERAGE

State Code	From	Thru	Class	Description	Emps	Payroll	Manual Rate	Manual Premium
PA	01/01/09	01/01/10	945-0	Hotel Restaurant Employees, All	19	440,000	3.45	15,180
PA	01/01/09	01/01/10	953-0	Clerical Office Employees	2	64,370	0.47	303
PA	01/01/09	01/01/10	973-6	Hotel-All Other Employees, Except Office	19	276,000	4.53	12,503

PREMIUM CALCULATION DETAILS

Code No.	Premium Adjustments	Limits/Amount	Perc	Premium
01/01/09 to 01/01/10				
9807	State Manual Premium	500,000/500,000/500,000		27,986
9898	Employers Liability Limits		1.90 %	532
9887	Modified Premium		189.10 %	25,410
0900	Scheduled Rating		-25.00 %	-13,482
0063	Expense Constant			175
9740	Premium Discount		-5.30 %	-2,144
9741	Terrorism	780,370		234
	Catastrophe (Other Than Certified Acts Of Terrorism)	780,370		156
Sub Total				38,867
TOTAL ESTIMATED PREMIUM				38,867
STATE CHARGES 01/01/09 to 01/01/10				
0938	Pennsylvania Employer Assessment	0.0226		879
TOTAL STATE CHARGES				879
GRAND TOTAL				39,746

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TheZenith

EXTENSION OF INFORMATION PAGE

ITEM 3D ENDORSEMENTS AND SCHEDULES

NAME AND ADDRESS OF INSURED

GLASBERN, INC. AND ALBERT GRANGER
2141 PACK HOUSE ROAD
FOGELSVILLE, PA 18051

POLICY NUMBER
Z070128301

Form Number	Endorsement Number	Name
WC-00-00-01A	1	Policy Information Page
WC-37-06-04	2	Pennsylvania Employer Assessment Endorsement
WC-37-06-03A	3	Pennsylvania Act 86-1986 Endorsement
WC-37-06-02	4	Pennsylvania Notice
WC-37-06-01	5	Special Pennsylvania Endorsement - Inspection Of Manuals
WC-00-04-22A	6	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC-00-04-14	7	Notification Of Change In Ownership Endorsement
WC-00-04-06	8	Premium Discount Endorsement
WC-99-04-05	9	Installment Payment Endorsement
WC-00-04-21C	10	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement

13 Officer Exclusion

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that " ... the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labour and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer Assessment	Act of 1997 Employer Assessment Factor	X	Employer Assessment Premium Base
--------------------------------	---	---	-------------------------------------

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938

EMPLOYER ASSESSMENT FACTOR

.0226

EMPLOYER ASSESSMENT

\$879.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Countersigned by _____

Issued on 01/07/09 mb

At Blue Bell, PA

Endorsement No. 2

(Ed. 10-99)

UNDERWRITING COPY

TheZenithWORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**PENNSYLVANIA ACT 86-1986 ENDORSEMENT****NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM**

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is cancelled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Countersigned by

Issued on 01/07/09 mb

At Blue Bell, PA

Endorsement No. 3

(Ed. 8-95)

UNDERWRITING COPY

TheZenith®

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts of omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual, malice, or gross negligence.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Issued on 01/07/09 mb

(Ed. 4-84)

At Blue Bell, PA

Countersigned by _____

Endorsement No. 4

UNDERWRITING COPY

SPECIAL PENNSYLVANIA ENDORSEMENT - INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Countersigned by _____

Issued on 01/07/09 mb

At Blue Bell, PA

Endorsement No. 5

(Ed. 4-84)

UNDERWRITING COPY

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09
 Policy No. Z070128301
 Insured GLASBERN, INC. AND ALBERT GRANGER
 Policy Period 01/01/09 to 01/01/10
 Issued on 01/07/09 mb
 (Ed. 9-08)

ZENITH INSURANCE COMPANY - 13145

Countersigned by _____
 Endorsement No. 6

At Blue Bell, PA
 UNDERWRITING COPY

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
PENNSYLVANIA	0.03	\$234

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Countersigned by _____

Issued on 01/07/09 mb

At Blue Bell, PA

Endorsement No. 7

(Ed. 7-90)

UNDERWRITING COPY

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	<u>Estimated Eligible Premium</u>			
	First	Next	Next	Balance
	\$5,000	\$95,000	\$400,000	
Pennsylvania	0%	6%	8%	10%

2. Average percentage discount: 5.3%
3. Other policies:
4. If there are no entries in items 1, 2 and 3, of the Schedule see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09
 Policy No. Z070128301
 Insured GLASBERN, INC. AND ALBERT GRANGER
 Policy Period 01/01/09 to 01/01/10
 Issued on 01/07/09 mb
 (Ed. 8-84)

ZENITH INSURANCE COMPANY - 13145

Countersigned by _____
 Endorsement No. 8

At Blue Bell, PA
 UNDERWRITING COPY

TheZenithWORKERS COMPENSATION EMPLOYERS
LIABILITY INSURANCE POLICY

WC-99-04-05

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium, you agree to make the following installment payments on the date specified. These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Date Due	Amount
02/22/09	\$3,519.00
03/22/09	\$3,519.00
04/22/09	\$3,519.00
05/22/09	\$3,519.00
06/22/09	\$3,519.00
07/22/09	\$3,519.00
08/22/09	\$3,519.00
09/22/09	\$3,519.00
10/22/09	\$3,505.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Countersigned by _____

Issued on 01/07/09 mb

At Blue Bell, PA

Endorsement No. 9

(Ed. 4-84)

UNDERWRITING COPY

TheZenith**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM
ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.

Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
- b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
- c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Issued on 01/07/09 mb

(Ed. 9-08)

At Blue Bell, PA

Countersigned by _____

Endorsement No. 10

UNDERWRITING COPY

TheZenith

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
PENNSYLVANIA	0.02	\$156

PRIVACY NOTICE

Zenith values its relationship with you and your employees. We understand the importance of protecting any personal information that you disclose to us. We would like for you to know how and why we use and disclose the personal information that we have about your employees. The following describes our policies and practices for securing the privacy of our current and former customers. We are issuing this privacy notice on behalf of the following:

- Zenith Insurance Company
- ZNAT Insurance Company
- Zenith Star Insurance Company

INFORMATION WE COLLECT

The personal information that we collect about an employee will vary depending on the nature of the employee's worker's compensation claim. The information that we may receive from you or your employee includes, but is not limited to:

- Name
- Address
- Age
- Phone number
- Social Security number
- Assets
- Income
- Health information

We may also collect any other information needed in order to handle a claim.

INFORMATION WE DISCLOSE

We disclose the information that we have as necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your employees' personal information. We have measures in place to secure our paper files and computer system.

CONTACTING US

Please feel free to contact us if you have any questions or if you would like to learn more about our privacy practices. Submit your written inquiries to:

Compliance Department, Zenith Insurance Company
21255 Califa Street
Woodland Hills, CA 91367-5021

Zenith Insurance Company
Corporate Offices
21255 Califa Street
Woodland Hills, CA 91367-5021
Reply to: P.O. Box 9055
Van Nuys, CA 91409-9055
Telephone 818/713-1000

INTERIM ADJUSTMENT OF PREMIUM ENDORSEMENT

The policy to which this endorsement is attached is amended as shown below:

The specification of Interim Adjustment of Premium, if any, under Item 4 of the Information Page is changed to:

Interim Adjustment of Premium shall be made Annually, and the Installment Payments appearing in Endorsement WC-99-04-05 are Deleted

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Countersigned by _____

Issued on 01/28/09 mb

At Blue Bell, PA

Endorsement No. 11

(Ed. 7-87)

UNDERWRITING COPY

TheZenithWORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

WC-37-03-10B

EXCLUSION OF EXECUTIVE OFFICERS ENDORSEMENT - PENNSYLVANIA

The executive officers named in the Schedule have exercised their right to waive workers compensation and employers liability benefits payable under this policy. The premium basis for this policy does not include the remuneration of such persons. The insurance carrier is entitled to reimbursement from the employer for any benefits paid under this policy for any of the persons listed in the Schedule.

Only officers with an ownership interest in a Subchapter S corporation or officers individually having at least a 5 percent ownership interest in a Subchapter C corporation or serve voluntarily and without remuneration in a non-profit corporation are eligible.

Name of Officer	Social Security #	Schedule Office Held	Optional Signature	Type of Corporation (S, C or V)	% Ownership Interest
ALBERT GRANGER		OWNER		SUBCHAPTER S	100

Policy Number Z070128301
 Policy Effective Date 01/01/2009
 Carrier Zenith Insurance Company
 Insured's Name GLASBERN, INC. AND ALBERT GRANGER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/09

ZENITH INSURANCE COMPANY - 13145

Policy No. Z070128301

Insured GLASBERN, INC. AND ALBERT GRANGER

Policy Period 01/01/09 to 01/01/10

Issued on 03/30/09 mb

(Ed. 8-96)

At Blue Bell, PA

Countersigned by _____

Endorsement No. 13

UNDERWRITING COPY

From: Muller, Margaret [mailto:MMuller@thezenith.com]
Sent: Wednesday, October 28, 2009 1:53 PM
To: Bryan, Jackie
Cc: Beswick, Cynthia
Subject: Glasbern, Inc. January Renewal - Z070128301

Jackie,

In order to help us prepare a premium quotation for the renewal of the above referenced account, please forward:

- Customers' payroll projections and number of estimated employees by class & location
- Updated prior carrier loss information
- Indicate any expected changes in operation (e.g. new locations, expansion of products or service, etc.)

Please forward this information to your underwriter Cindy Beswick (cbeswick@thezenith.com) as soon as possible.

Thank you,

Peg Muller
Senior Underwriting Assistant
Zenith Insurance Company
Phone: 215-591-2935
FAX: 215-591-6927
mmuller@thezenith.com

www.TheZenith.com

NOTICE:

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From: Bryan, Jackie [mailto:Jackie_Bryan@wellsfargois.com]
Sent: Thursday, November 05, 2009 1:41 PM
To: Muller, Margaret
Cc: Beswick, Cynthia; Ford, John
Subject: RE: Glasbern, Inc. January Renewal - Z070128301
Importance: High

Hi Margaret,

We will be in contact with the client regarding any changes on payroll for this year and I will forward an updated application to you as soon as possible. You have the prior loss information from last year when we wrote the account. The loss information for this policy term of 09-10 should be able to be pulled from your system.

On Monday of this week, we went live with a new computer system so things are moving in slow motion.

Thank you for your patience!

Jackie Bryan, CISR
Commercial Account Executive
Wells Fargo Insurance Services of Pennsylvania, Inc.
4900 Ritter Road, Suite 250
Mechanicsburg, PA 17055
Phone: (717) 506-3044

12/3/2009